

## LEASE AGREEMENT

OWNER in consideration of the following agreements with resident, known as:

Tracey Bivins, hereby rents the dwelling located at: 217 5th Street, Fairfield, AL 35644 for the period commencing on the 1st day of January 20 23, and thereafter until the 1st day of February 20 27 at which time this Agreement is terminated. Resident, in consideration of Owner/Agent permitting him to occupy the above property, hereby agrees to the following terms:

1. To pay as rent the sum of \$900 / \$1050 per month, due and payable monthly in advance no later than 5:00 PM on the first day of every month with a 10 day grace period. Partial payments are not accepted.
2. Resident agrees to pay a daily late charge of \$5.00 for each day the rent is not received by Owner, regardless of cause, including dishonored checks, time being of the essence. An additional service charge of \$25.00 will be paid to Owner of dishonored checks.
3. Owner has the right to insist that subsequent payments be made by cashier's check, certified check, or money order .
4. Lessee shall be responsible for damages cause by his negligence and that of his family or invitees and guests. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of lessor all shall remain upon and be surrendered with the premises.
5. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgages, tenants, workmen, or contractors at reasonable hours of the day.
6. Resident will be responsible for payment of the following: electricity, water and sewer, garbage pick-up, telephone, cable TV, association fees, and other bills incurred during residency.
7. All rent checks should be made payable to: \_\_\_\_\_  
Rent may be mailed through the United States Postal Service at Resident's address:  
\_\_\_\_\_  
C.R.
8. No rights of storage are given by this Agreement. The Owner shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue of flow into or from any part of said premises or improvements; including pipes, gas lines, sprinklers, or electrical connections. Resident hereby agrees to purchase needed insurance, or to provide self-insurance in adequate amounts to lessor.

9. Any removal of Owner's property without express WRITTEN permission from the Owner shall constitute abandonment and surrender of the premises and termination by the Resident of this Agreement. Owner may take immediate possession, exclude resident from property and store all Resident's possessions at Resident's expense pending reimbursement in full for Owner loss and damage.
10. The security deposit in the amount of \$ 900.00, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
11. This Agreement and tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.
12. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

ACCEPTED THIS 1st DAY OF January, 2023.

AT: Fairfield, AC  
(CITY AND STATE)

RESIDENT Tommy Bond DATE 1-1-23

OWNER John Bond DATE 1/1/23

1/01/2023

AMENDMENT TO LEASE

8. A.1-BEGINNING ON 1.01.2023 THE LEASE PAYMENT WILL INCREASE FROM \$900 TO \$1050 DUE TO FIRE INSURANCE INCREASE. MS. BIVINES MADE INFORMED OF THE INCREASE AND AGREED TO IT.

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8. A.2-THE NAMES OF THE FOLLOWING PERSONS ARE THE ONLY ONES AUTHORIZED TO DWELL AT THE PROPERTY LOCATED AT 217 56<sup>TH</sup> STREET FAIRFIELD, AL 35064. IF FOUND IN VIOLATION, THERE WILL BE A \$100 FINE THE FIRST OCCURRENCE, \$300 FINE THE SECOND OCCURRENCE, AND EVICTION THE THIRD OCCURRENCE. MS. BIVINES CONSENTS WITH HER INITIALS BELOW.

TAREALLY BIVINES

CHASITY WARD

TYSON JONES

AMAYA BIVINES

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8. A.3-TENANT IS RESPONSIBLE FOR MAINTAINING THE GRASS BEING CUT AT THE PROPERTY. IF THE LANDLORD DEEMS IT FEASIBLE DUE TO NEGLECT BY THE TENANT, THE TENANT WILL REIMBURSE THE LANDLORD. MS. BIVINES CONSENTS WITH HER INITIALS BELOW.

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